

# **Exhibit B**

## C O N F I D E N T I A L

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----x  
FULL CIRCLE UNITED, LLC,  
Plaintiff,

-against-

Case No.  
1:20-cv-03395

BAY TEK ENTERTAINMENT, INC.,  
Defendant.

-----x  
BAY TEK ENTERTAINMENT, INC.,  
Counterclaim Plaintiff,

-against-

FULL CIRCLE UNITED, LLC,  
Counterclaim Defendant,

-and-

ERIC PAVONY,  
Additional Counterclaim Defendant.

-----x

June 14, 2022

Continued Remote Videotaped Deposition of  
Full Circle United, LLC, by ERIC PAVONY, and  
ERIC PAVONY, individually, held via Zoom before  
Joseph R. Danyo, a Shorthand Reporter and Notary  
Public within and for the State of New York.

Reported by: Joseph R. Danyo

Job No. 211445

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1 PAVONY - Confidential  
2 please.  
3 (Record read)  
4 A. And you're asking me to remember any  
5 words that he said seven years ago? Off the top  
6 of my head, I can't remember any specific words  
7 that he said that day specifically, but like I  
8 was saying, like I was saying, like, and the  
9 reason I bring this up is the purpose of the  
10 conversation was to understand that Bay Tek  
11 understood what it was that Full Circle United  
12 does and wanted to accomplish, and that was the  
13 purpose of that conversation, and we had it prior  
14 to us assigning the agreements over, and had Bay  
15 Tek never given us the oral promise that they,  
16 and agreed to manufacture lanes for us prior to  
17 the assignment, we never would have assigned the  
18 agreement over to Bay Tek.  
19 Q. Okay. So again the intention in here  
20 is that there was an agreement that was made,  
21 correct?  
22 MR. SKIBELL: Objection.  
23 Q. Page 5, paragraph 5. What were the  
24 material terms of the agreement that was made in  
25 that conversation that he uttered?

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1 PAVONY - Confidential  
2 Pavony?  
3 A. Yes.  
4 Q. Specific words that Mr. Philippon  
5 said that manifested an agreement to do any of  
6 the things you mention in paragraph 5?  
7 A. I can't remember specific words, but  
8 like paragraph 5 says, it says that Bay Tek would  
9 manufacture Skee-Ball lanes for Full Circle, and  
10 Full Circle could broadcast its tournaments,  
11 league play and events.  
12 Q. And if I read you the transcript and  
13 audio, those words came out of Mr. Philippon's  
14 mouth or yours?  
15 A. Well, this was our first  
16 conversation. You know, our company has the  
17 license to Live Play, which is, you know,  
18 broadcasting of tournaments and league play and  
19 events. So the purpose of this initial  
20 conversation with at that time a potential new  
21 owner of the Skee-Ball company, the purpose of  
22 that conversation was to talk about what each of  
23 our respective companies did and how we were  
24 going to work together and how we were going to  
25 help each other be successful.

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1 PAVONY - Confidential  
2 A. I can't remember exactly anything he  
3 uttered specifically like you keep asking me,  
4 but, you know, we talked about manufacturing of  
5 lanes, custom lanes at that, and we talked about  
6 how many lanes, over how many, you know, broken  
7 up, you know, how many lanes, how many years or  
8 how many lanes per year. We talked about the  
9 purpose of turning Skee-Ball into a bona fide  
10 sport to bring it to television networks such as  
11 ESPN. That was what was being discussed and what  
12 Gaetan agreed to.  
13 Q. I'm asking you to tell me what he  
14 agreed to, not what was discussed. Do you have  
15 anything further to add to your testimony as to  
16 what he said?  
17 MR. SKIBELL: Christine, why don't  
18 you refresh his recollection with the  
19 transcript if you want him to answer about  
20 specific words?  
21 MS. LEPERA: No. My deposition, I do  
22 it my way. I have the transcript. Would  
23 you like me to comment on it?  
24 A. My answer --  
25 Q. Do you have anything else to add, Mr.

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1 PAVONY - Confidential  
2 Q. Okay. Do you have anything further  
3 to add or is that it? I'm giving you a full and  
4 fair opportunity.  
5 MR. SKIBELL: Objection to form.  
6 Q. Okay. You made a claim against --  
7 MR. SKIBELL: Did you get a chance to  
8 answer? I didn't hear anything on the  
9 record.  
10 MS. LEPERA: He nodded his head, but  
11 I thought he was done.  
12 A. I think we discussed it.  
13 Q. You said no, right? Nothing further  
14 to add?  
15 A. Nothing further to add regarding what  
16 we were just discussing. Sure.  
17 Q. Exactly. You made a claim against  
18 Mr. Sladek in the SBI litigation that he made an  
19 agreement with you, because he told you good luck  
20 on something that you had expressed regarding  
21 your goals and desires. Do you recall that?  
22 MR. SKIBELL: Objection, lacks  
23 foundation.  
24 MS. LEPERA: I'm asking if he  
25 recalls.

<p style="text-align: right;">Page 343</p> <p>1 PAVONY - Confidential</p> <p>2 A. So you're referring to the oral</p> <p>3 agreement that Joe Sladek gave us in 2005, which</p> <p>4 is a long time ago now, but I remember what</p> <p>5 you're referring to. He didn't just wish us good</p> <p>6 luck. You know, we again explained to him what</p> <p>7 it was our company was doing, and he didn't just</p> <p>8 say good luck. He gave us, he said, he agreed to</p> <p>9 us doing what it was we presented him with.</p> <p>10 Q. Okay. The court disagreed with you</p> <p>11 on that, correct? Threw that claim out, right?</p> <p>12 MR. SKIBELL: Objection to form.</p> <p>13 Calls for a legal conclusion.</p> <p>14 You can answer.</p> <p>15 A. I actually don't recall what the</p> <p>16 court said on that.</p> <p>17 Q. You don't recall the court saying</p> <p>18 Full Circle, who has failed to plausibly assert</p> <p>19 the formation of an oral contract, no less a</p> <p>20 breach thereof? You don't recall that?</p> <p>21 A. I don't recall that specifically.</p> <p>22 That lawsuit settled many years ago, but I do</p> <p>23 remember Joe Sladek not contesting that point</p> <p>24 during the litigation when it was brought up.</p> <p>25 Joe himself said, he goes, yes, yes, Joe admitted</p>	<p style="text-align: right;">Page 344</p> <p>1 PAVONY - Confidential</p> <p>2 during the course of the litigation that, yes,</p> <p>3 that conversation in 2005 where he did wish us</p> <p>4 good luck where he did say, yes, you can host</p> <p>5 Skee-Ball tournaments, you can call it</p> <p>6 Brewskee-Ball, you can do all these things that</p> <p>7 we presented him with.</p> <p>8 Joe decided, I guess because he</p> <p>9 wanted to tell the truth, that he decided in that</p> <p>10 litigation, he said, yeah, no, I'm not denying</p> <p>11 that. That happened. That's what Joe said.</p> <p>12 Q. Okay. Is that before or after the</p> <p>13 court threw out your claim?</p> <p>14 MR. SKIBELL: Objection,</p> <p>15 argumentative.</p> <p>16 MS. LEPERA: It's a question. It's</p> <p>17 cross.</p> <p>18 Q. Was that conversation that Mr. Sladek</p> <p>19 allegedly said that, was that before or after the</p> <p>20 court dismissed your claim against him for</p> <p>21 alleged oral contract breach?</p> <p>22 A. I don't recall the exact date, but I</p> <p>23 think Joe said that during one of the</p> <p>24 court-appointed mediations when that discussion,</p> <p>25 that 2005 discussion and that 2005 agreement with</p>
<p style="text-align: right;">Page 345</p> <p>1 PAVONY - Confidential</p> <p>2 Joe was being discussed. I think it was a</p> <p>3 court-appointed mediation where Joe said that. I</p> <p>4 don't know if that was before or after what you</p> <p>5 are referencing.</p> <p>6 Q. Okay. You say in paragraph 9 of this</p> <p>7 document, and I believe you just testified to a</p> <p>8 similar thing, that you relied on the agreement</p> <p>9 made by Philippon on behalf of Bay Tek to execute</p> <p>10 Full Circle's consent to the assignment of the</p> <p>11 license agreement and settlement agreement from</p> <p>12 Skee-Ball to Bay Tek. Do you see that?</p> <p>13 A. Number 9?</p> <p>14 Q. Yes, sir.</p> <p>15 A. Yes.</p> <p>16 Q. Okay.</p> <p>17 MS. LEPERA: I would like to mark if</p> <p>18 you would number 12, the consent to</p> <p>19 assignment. It's FCU multiple zeros 48</p> <p>20 through 50.</p> <p>21 (Pavony Exhibit 12, Consent to</p> <p>22 assignment dated December 3, 2015 Bates</p> <p>23 stamped FCU 48 through 50, was so marked</p> <p>24 for identification, as of this date.)</p> <p>25 MS. LEPERA: So he can identify if</p>	<p style="text-align: right;">Page 346</p> <p>1 PAVONY - Confidential</p> <p>2 this is what he's talking about.</p> <p>3 Q. Mr. Pavony, we are showing you what</p> <p>4 we have marked as Pavony 12, a December 3, 2015</p> <p>5 document entitled "Potential Sale of Skee-Ball</p> <p>6 Inc.," and review the four pages and tell me if</p> <p>7 you recognize it.</p> <p>8 A. Can I still scroll?</p> <p>9 MS. NGUYEN: Yes, you can.</p> <p>10 THE WITNESS: Okay. Thank you.</p> <p>11 A. Okay.</p> <p>12 Q. Are you familiar with these</p> <p>13 documents?</p> <p>14 A. Um-hum.</p> <p>15 Q. Okay, and this is a letter that Mr.</p> <p>16 Sladek wrote to you regarding a potential sale of</p> <p>17 Skee-Ball, Inc. December 3, 2015 attaching a</p> <p>18 document that is entitled Consent to Assignment</p> <p>19 of Confidential Settlement Agreement. Do you see</p> <p>20 that?</p> <p>21 A. Yes. The date is correct. The name</p> <p>22 of the letter you said is right, and then this</p> <p>23 part is the consent to assignment of confidential</p> <p>24 settlement agreement. Correct.</p> <p>25 Q. Okay, and this is the document that</p>